

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Release of Road Maintenance Bond**DEPARTMENT:** Public Works **DIVISION:** Roads-Stormwater**AUTHORIZED BY:** W. Gary Johnson, P.E., Director **CONTACT:** Michael K. Arnold, Manager **EXT.** 5622**Agenda Date** 08/09/05 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Approve the release of Road Maintenance Bond #08690408-M in the amount of \$95,450.77 for the project known as Wekiva Property.

District 5 – Commissioner Carey (Michael K. Arnold, Manager)

BACKGROUND:

A two-year maintenance inspection was conducted by staff for the Wekiva Property project and determined to be satisfactory. Staff recommends the release of this Road Maintenance Bond.

Attachment: Copy of Bond

Reviewed by:	
Co Atty:	<u>N/A</u>
DFS:	<u>N/A</u>
Other:	<u>N/A</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPWR02</u>

PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW DIVISION



July 6, 2005

Certified #
7003-3110-0003-4839-1184

Ms. Gloria Reese
Ryland Homes
4700 Millenium Blvd, Ste. 400
Orlando, FL 32839

RE: **Private** Road Maintenance Agreement

Project Name: Wekiva Property
Bond #/ LC # 08690408-M
Bond Amount: \$95,450.77
District # 5

Dear Ms Reese:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1, 2) the County conducted an inspection of the referenced project on June 30, 2005 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Agreement. Seminole County Development Review Inspectors found no deficiencies. Therefore, the above mentioned Road Maintenance Agreement may be released as required by the LDC

Please contact Gail Blackwelder, 520 W. Lake Mary Blvd, Sanford, FL, 32773; phone, 407-665-5710 for additional information for procedures to release the Maintenance Bond. Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

Should you require any further information, contact me at 407-665-7409.

Sincerely,

Jacqueline Laracuente, CPM
Construction Inspection Supervisor

JL

cc: Tom Radzai, Development Review
Becky Noggle, Environmental Services
Jim Allen, Development Review Inspector
Gail Blackwelder, Roads-Stormwater
File

SUBDIVISION AND SITE PLAN
PRIVATE ROAD MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we The Ryland Group, Inc., hereinafter referred to as "Principal" and **See Below, hereinafter referred to as "Surety" are held and firmly bound unto the Markham Forest Homeowners Association and each and all purchasers of lots within Markham Forest subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of \$Ninety Five Thousand Four Hundred Fifty Seven and 77/100 the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND

WHEREAS Principal has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Markham Forest, a plat of which is recorded in Plat Book 62, Page 92, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated September 11, 19 2002, and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from August 8, 2003;

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of Two (2) years from August 8, 2003, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon 30 days written notice from any Beneficiary, or an authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, any Beneficiary, in view of the health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and

LAND DEVELOPMENT CODE

In the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 8th day of August, 20 03.

Address: The Ryland Group, Inc. (SEAL)
Principal

605 E. Robinson Street #750
Orlando, Florida 32801

By: [Signature] Its: OPERATIONAL V.P.
(If a corporation)

ATTEST: [Signature] Its: Land Accountant
(If a corporation)

Fidelity and Deposit Company of
Maryland

Address:

255 South Lake Avenue
Pasadena, CA 91101

Surety (SEAL)

By: [Signature]
Its Attorney-in-Fact Natalie K. Trofimoff

ATTEST: _____

(App E, LDC, through Supp 16).

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Natalie K. TROFIMOFF, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

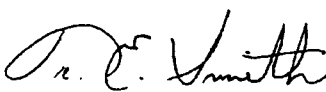

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of May, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



 By: 
T. E. Smith Assistant Secretary Paul C. Rogers Vice President

State of Maryland } ss:
City of Baltimore }

On this 12th day of May, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Sandra Lynn Mooney Notary Public
My Commission Expires: January 1, 2004

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On AUG 08 2003 before me, Lena Melkonian, Notary Public

personally appeared Natalie K. Trofimoff

☒ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Notary Public Seal

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

☐ INDIVIDUAL

☐ CORPORATE OFFICER

Title(s) _____

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

Signer's Name _____

☐ INDIVIDUAL

☐ CORPORATE OFFICER

Title(s) _____

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)